THE HON'BLE SRI JUSTICE N.V. RAMANA

Writ Petition No. 12146 of 2007

Dated: 14.06.2007

Between:
V.B. Reddy and others.

..... PETITIONERS

AND

The Regional Manager, APSRTC,
Hyderabad City Region, JBS, Picket,
Secunderabad and others.

.....RESPONDENTS

THE HON'BLE SRI JUSTICE N.V. RAMANA

Writ Petition No. 12146 of 2007

Order:

The present writ petition is filed questioning the action of the respondents in not granting special grade/stagnation increments to the petitioners on completion of 12 years of total service from the date of their appointment.

The petitioners herein are employed in the respondents-Corporation as Drivers/Conductors and they completed 12 years of service in the same category. The petitioners allege that the Corporation issued a Circular, dated 03.06.1989, to extend stagnation increment/special grade increment on completion of twelve years of service in the same category and the said benefit was not extended to them. It is further stated that on request for extension of 12 years stagnation increment, the respondents informed them that the circular dated 03.06.1989 was amended by Circular No.PD-30 of 2005, dated 04.06.2005, whereby stagnation increments are being allowed extending the monetary benefits with effect from 01.04.2005 only. The petitioners contend that even after issuance of the said circular, the respondents are not extending the said benefit to them. Hence, the present writ petition.

Though the petitioners contend that they have completed 12 years of service in the same category and entitled for stagnation/special grade increments, the writ averments do not show that they have made any representation before the respondents for extension of such benefit. The petitioners, without making any

representation to the respondents, have straight away approached this Court.

However, when the matter is taken up for admission, it is submitted by the learned Standing Counsel for the respondents-Corporation and admitted to by the learned counsel for the petitioners that similar matter was considered by a Division Bench of this Court in W.A. No. 2151 of 2005 and the Division Bench of this Court, considering the earlier Division Bench judgments in W.A. No. 1301 of 2000, dated 29.10.2002 and W.A

No. 1812 of 2004, dated 24.11.2004 (Reported in 2005 (3) ALD 389) and the circular No.PD-30/2005 dated 04.06.2005 partly allowed the appeal modifying the orders of the learned Single Judge by restricting the entitlement of the respondent–workman only w.e.f. 01.04.2005, but not prior thereto, and both the counsel agreed to dispose of the writ petition with a direction to the petitioners to make a representation to the respondents for extension of such benefit to them.

Heard the learned counsel for the petitioners and the learned Standing Counsel for the respondents-Corporation and perused the judgment in W.A. No.2151 of 2005, dated 22.08.2006.

The Division Bench of this Court in W.A. No. 2151 of 2005, dated 22.08.2006, having referred to the earlier Division Bench judgments of this Court, held as under:

> "…….The settlement and the circular contemplate that the pay will be fixed notionally from the date of eligibility but the monetary benefit will be allowed consequent on such pay fixation w.e.f. 1.4.2005 only. Therefore having regard to such agreed specific term as contained in the settlement, the pay of an employee shall be fixed notionally from the date of eligibility and the monetary benefit consequent on such pay fixation shall be paid from 1.4.2005. It is needless to mention that common settlement which is entered into between the employees and the management under sub section 3 of Section 12 of Industrial Disputes Act, will have a total binding on both the management as well as employees and

> therefore, the question of overlapping the agreement entered into between the management and the union, does not arise nor is permissible. Further having regard to such a restriction as to such entitlement, it is not open for any of the employees to call back and claim the monetary benefit for such an entire period or any period prior to 1.4.2005 as agreed to in the said settlement. But, these aspects as to the existence of settlement and consequent circular which has reiterated the terms agreed to between the parties, have not come up for consideration before either of the aforesaid two Division Benches nor the settlement following up circular is subsequent to both the said decisions. Therefore the entitlement of any such monetary benefit for the period prior to 1.4.2005, as held in the aforesaid two decisions, cannot be a valid proposition and it automatically gets superceded by the settlement as stated above and the benefit restricted w.e.f. 1.4.2005.
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> However, since the settlement and the circular are only subsequent events which took place subsequent to the aforesaid two decisions, the same are binding on the respondent. In view of th aforesaid settlement and the following circular, we hold that the respondent-writ petitioner is entitled to the monetary benefit only from 1.4.2005, but not prior thereto.

Having regard to the facts and circumstances of the case, and in view of the agreed stand taken by both the counsel, I deem it appropriate to dispose of the writ petition with the following directions:

The petitioners are directed to make a representation to the respondents-Corporation for extension of the benefit of stagnation/special grade increments to them, and on filing such representation, the respondents-Corporation shall consider the same and pass appropriate orders thereon in accordance with law, particularly in the light of the Division Bench judgment of this Court passed in W.A. No. 2151 of 2005, dated 22.08.2006.

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N.V. RAMANA, J.

Date: 14.06.2007

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